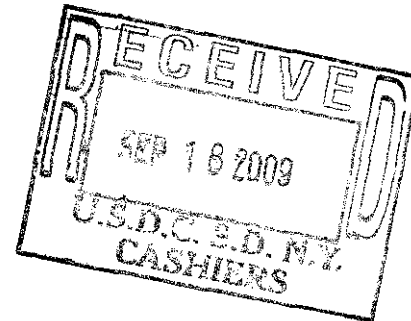


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09 CIV 8013

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



AGROFAIR BENELUX B.V., and
JEAN VERHEYEN NV, AEGON
SCHADEVERZ. N.V, GENERALI
SCHADEVERZ. MIJ. N.V AND ALLIANZ
VERSICHERUNGS AG as subrogated
underwriters,

Plaintiffs,

- Against -

M/V CHIQUITA DEUTSCHLAND, its engines,
machinery, tackle etc.,

in rem

- and against -

GREAT WHITE FLEET (EUROPE) LTD., and
DEUTSCHLAND SHIPPING CORP.,

in personam

Defendants.

ECF CASE

09 CIV ____ ()

VERIFIED COMPLAINT

Plaintiffs, Agrofair Benelux B.V., Jean Verheyen NV, Aegon Schadeverz. N.V, Generali Schadeverz. Mij. N.V and Allianz Versicherungs AG by their attorneys, Law Offices of Rahul Wanchoo, allege on information and belief as follows:

1. This is an action within the admiralty and maritime jurisdiction of this Honorable Court pursuant to 28 U.S.C. §1333, as hereinafter more fully appears, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all material times Plaintiff, Agrofair Benelux B.V., ("Agrofair") was and is a foreign corporation organized and existing under the laws of The Netherlands, with an office and place of business in Koopliedenweg 10, 2991, LN Barendrecht, The Netherlands, and was the consignee and owner of the shipment under a Bill of Lading No. 749122 dated December 7, 2007 ("Bill of Lading").

3. At all material times Plaintiffs, Jean Verheyen N.V., Aegon Schadeverz. N.V., Generali Schadeverz. Mij. N.V and Allianz Versicherungs AG were and are foreign corporations organized and existing under the laws of foreign countries, and are the subrogated underwriters of the cargo under the aforementioned Bill of Lading.

4. At all material times Defendant, Great White Fleet (Europe) Ltd. ("GWF") was and is a corporation organized and existing under the laws of the Bermuda with an office and place of business in 7, Reid Street, 109 Hamilton HM JX Bermuda, and at all material times was and now is engaged in the business as a common carrier of merchandise by water for hire and owned, chartered, managed and/or otherwise controlled the M.V. CHIQUITA DEUTSCHLAND ("Vessel") as a general vessel engaged in the common carriage of merchandise by water for hire between among others, the ports of Santa Marta, Columbia to Antwerp, Belgium.

5. At all material times Defendant, Deutschland Shipping Corporation, was and is a foreign corporation and was the registered owner of the Vessel.

6. On or about December 7, 2007, two 40 feet reefer containers consisting of 1920 boxes of fresh bananas were shipped by C.I. La Samaria S.A., as shipper, and delivered to GWF and the aforementioned Vessel as common carriers and/or bailees, from Santa Marta, Columbia,

shipped in container No. GESU 939445-0 and GESU 936303-8, then being in good order and condition, the Defendants then and there accepted the said shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to Antwerp, Belgium, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Plaintiff Agrofair, as the consignee, all in accordance with the Bill of Lading. A true and correct copy of the Bill of Lading is annexed hereto as **Exhibit A**.

7. Thereafter, the said Vessel arrived at the port of Antwerp, where Defendants failed to make delivery of the shipment in good order and condition, the bananas being no longer fit for sale and considered a total loss, all in violation of the Defendants' obligations and duties as common carriers of merchandise by water for hire.

8. The damages to said shipment as aforesaid were caused by the breach of contract of carriage and/or breach of contract of bailment and/or the negligence of the Defendants, jointly and severally, in the receipt, handling, loading, stowage, carriage, custody, care and discharge of the subject shipment.

9. Plaintiffs have performed all obligations which they were required to perform with respect to the subject shipment.

10 As per the terms of the Bill of Lading, all claims against the Defendants must be brought before the United States District Court, Southern District of New York in accordance with the laws of the United States.

11. By reason of the foregoing premises, Plaintiffs have sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$50,290.85.

WHEREFORE, Plaintiffs pray that:

1. Process in due form of law may issue against the Defendants, citing it to appear and answer all and singular matters aforesaid;

2. That if Defendants cannot be found within this District then all their property within this District be attached in the sum of \$50,290.85, with interest thereon and costs, the sum sued for in this complaint.

3. Judgment be entered in favor of Plaintiffs against Defendants Great White Fleet (Europe) Ltd., and Deutschland Shipping Corporation, and against Defendant M.V. CHIQUITA DEUTSCHLAND, her engines, tackles, etc., jointly and severally, on the cause of action for the amount of Plaintiffs' damages, together with interest and costs and the disbursements of this action; and

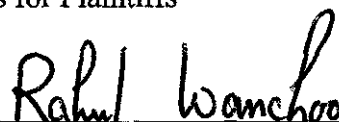
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims may issue against the said Vessel, its engines, tackles, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court will be pleased to pronounce judgment in favor of Plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said Vessel may be condemned and sold to pay therefore; and

5. That this Court will grant to Plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
September 18, 2009

LAW OFFICES OF RAHUL WANCHOO
Attorneys for Plaintiffs

By: _____



Rahul Wanchoo (RW-8725)

VERIFICATION

STATE OF NEW JERSEY)

ss.

COUNTY OF BERGEN)

I, Rahul Wanchoo, being duly sworn, deposes and says:


1. I am an attorney at law and a member of the firm of Law Offices of Rahul Wanchoo, attorneys for Plaintiff.
2. I have read the foregoing Verified Complaint and know the contents thereof and the same are true to the best of my knowledge, information and belief.
3. I believe the matters to be true based on documents and information obtained from employees and representatives of the Plaintiff through its underwriters and attorneys.

The reason that this verification is made by deponent and not by the Plaintiff is because Plaintiff is a foreign corporation, whose officers are not in this district, and whose verification cannot be obtained within the time constraints presented by the circumstances of this case.



RAHUL WANCHOO

Sworn to and subscribed to
before me this 18 September, 2009.



Notary Public
HICKSON P. KORE
ID # 2377209
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/26/2013

Ex A

GREAT WHITE FLEET LTD.

INTERNATIONAL BILL OF LADING
NOT NEGOTIABLE UNLESS OTHERWISE SPECIFIED
(PAGES ENCLOSED IN BLACK BOX CONTAIN SHIPPER'S MEMORANDUM
OF PARTICULARS WHICH CARRIER IS NOT RESPONSIBLE)

SHIPPER (COMPLETE NAME AND ADDRESS) C.I. LA SAMARIA S.A. NIT. 819.003.792-1 CRA 1 No. 22-58 PISO 11 EDIFICIO BAHIA CENTRO TEL. 4211123 - 4210945 SANTA MARTA - COLOMBIA		BOOKING NO. 19339MRMB		BILL OF LADING NO. SMR 749122	
CONSIGNEE (COMPLETE NAME AND ADDRESS) AGROFAIR BENELUX B.V. KOOPLIEDENWEG 10 2991 LN BARENDRECHT THE NETHERLANDS		EXPORT REFERENCES			
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) AGROFAIR BENELUX B.V. KOOPLIEDENWEG 10 2991 LN BARENDRECHT THE NETHERLANDS		FORWARDING AGENT/F M C NO.			
INITIAL CARRIAGE BY (MODEL)*		PLACE OF RECEIPT*		FINAL DESTINATION (OF GOODS NOT VESSEL)	
VESSEL / VOYAGE CHIQUITA DEUTSCHLAND V0749AE		PORT OF LOADING SANTA MARTA		LOADING PIEN / TERMINAL	
PORT OF DISCHARGE ANTWERP		PLACE OF DELIVERY*		TYPE OF MOVE IF MIXED, USE DESCRIPTION OF GOODS BLOCK FCL/FCL	
CARRIER'S RECEIPT		DESCRIPTION OF GOODS			
MARKS / CONTAINERS NOS		GROSS WEIGHT		MEASUREMENT	
DAVILA FAIRTRADE GESU 939445-0 SEAL: A385087 A389038 C009344 TERMOGRAFO # F422806		2		x 40' HC REEFER CONTAINERS S.T.C. 1.920 BOXES OF FRESH AND GREEN ORGANIC BANANAS CAVENDISH NET WEIGHT: 34.828,80 KGS GROSS WEIGHT: 38.092,48 KGS	
GESU 936303-0 SEAL: A385093 A389037 C009343 TERMOGRAFO # F422809		TARE: 3.850		TARE OF CONTAINERS 7.700,00 TOTAL GROSS WEIGHT 45.792,48	
DECLARED VALUE \$		FREIGHT COLLECT - CLEAN ON BOARD AUTORIZACION DE EMBARQUE DEX N° 1920020070008047 DE DIC.05 DEL 2.007			
FREIGHT		TEMPERATURE INSTRUCTIONS: CONTAINERS SET AT THE SHIPPER'S REQUESTED CARRYING INSTRUCTIONS: 13.7°C + CA DAMPER 100% CLOSED.			
PREPAID		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise stated, the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein for, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or owner. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff, and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions.			
COLLECT		The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods by the Shipper to be contained in the Shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy or any particulars in the Shipper's Memorandum.			
AN VALOREM CHARGE		IN WITNESS WHEREOF, the Carrier has signed three original Bills of Lading, all of the same tenor, and it is acknowledged the others shall be void.			
TOTAL U.S. CURRENCY		DATED: December 7th 2007 SIGNATURE <i>Ramón Ch</i>			

GWF 98-140-07 (2008)

Santa Marta - Colombia

On Behalf of Carrier GREAT WHITE FLEET (EUROPE) LTD.
Directly or Through the following agent:

TUBOAROUND

NAME OF AGENT (IF ANY): TUBOAROUND LTD. VMS, C.S.
AGENTE MARITIMO

*Applicable only where the place of receipt or delivery differs from the port of loading or the charge, respectively

ORIGINALS: 0 / ZERO

IN ACCEPTING THIS BILL OF LADING. The Shipper, Consignee, holder hereof and the owners of the goods (herein collectively the "Merchant") agree, as if signed by each of them, to be bound by all stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the face and back hereof, which shall govern the relations whatsoever that may be between the Merchant and Carrier, its agents, contractors, employees, master and Vessel in every contingency occurring and whether Carrier be acting as such or bailee.

1. VESSEL; ON BOARD. (a) VESSEL, the naming of a vessel in a Bill of Lading shall be for convenience only. The vessel named may not be a vessel which actually transports the Shipment covered by this Bill of Lading. (b) ON BOARD BILLS OF LADING, a Bill of Lading may be endorsed with the phrase "On Board", which means on board any mode of transport to ship the goods.

2. DEFINITIONS. (a) CARRIER means Great White Fleet (US) Ltd., the Vessel, and the Vessel's owner, operator and master; (b) MERCHANT means the Shipper, Consignee, Receiver, any holder of this Bill of Lading, the owner of the Shipment, and anyone entitled to possession of the Shipment; (c) NOTIFY PARTY means the person to whom the Carrier may give notice of the Shipment's arrival, but the Carrier shall not be liable for failure to give such party notice; (d) VESSEL means the vessel named on the other side of this Bill of Lading and/or any substitute watercraft on which the Shipment is carried during Ocean Carriage; (e) SHIPMENT means the entirety of the packages, cargo and goods described on the other side of this Bill of Lading (or any attached manifest) and received by the Carrier for transport under this Bill of Lading (including the Container unless provided by the Carrier); (f) CONTAINER means a dry, refrigerated or tank container or intermodal unit used to store or consolidate goods; (g) INLAND CARRIER means any inland truck, barge, train, pipeline, trailer, tender or any other person employed to transport the Shipment between the Vessel and an Inland Point; (h) INLAND POINT means any place of receipt and/or delivery of the Shipment other than the port at which the Ocean Carriage of the Shipment begins or ends; (i) INTERMODAL TRANSPORT means transport in which the Carrier is required under this Bill of Lading to pick up and/or deliver a Shipment at an Inland Point; (j) OCEAN CARRIAGE means the transport, or portion of the transport, of the Shipment commencing at the point at which the Carrier receives the Shipment from the Merchant or the Inland Carrier at the Vessel's port of loading until the delivery of the Shipment to the Merchant or the Inland Carrier at the Vessel's port of discharge; (k) The term "apparent good order and condition" when used in this Bill of Lading, with reference to iron, steel or metal products does not mean that the goods, when received by the Carrier, were free of visible stains, discoloration, moisture, shakes, holes, warps, chafage, breakage or spalling, with reference to wood products which are not sawn, with reference to lumber, timber or other wood products does not mean that the goods, when received by the Carrier, were free of visible stains, discoloration, moisture, shakes, holes, warps, chafage, breakage or spalling, with reference to metal products which are not sawn, with reference to cotton, wool or cotton products does not mean that, when received by the Carrier, the covering was sufficient, uniform, or in solid condition, or that there was no damage resulting from the condition of the covering. If the Merchant so requests, a substitute Bill of Lading will be issued omitting the above definition and adding forth any notations which may appear on the manifest or tally clerk's receipt or similar document.

3. CARRIER'S TARIFF. If any service contract or Carrier's tariff (hereinafter applicable) hereto, all forms of the service contract and/or the Carrier's tariff are incorporated herein and the Carrier is entitled to all rights, benefits and immunities under and all limitations of and/or exceptions from liability contained in said service contract or Carrier's tariff. If any form(s) of any service contract or Carrier's tariff are inconsistent with this Bill of Lading, the Bill of Lading shall prevail.

4. CLAUSE PARAMOUNT. (a) During Ocean Carriage, this Bill of Lading and the Carrier's liability and obligations while acting in any capacity whatsoever, including but not limited to a carrier, bailee, agent or supplier of a Container, shall be governed by the United States Carriage of Goods by Sea Act, 1924 (COGSA). (b) If it is adjudged that any other legislation similar to the International Brussels Convention of 1924 (as amended) (the Hague Rules) completely applies to the Shipment during Ocean Carriage, this Bill of Lading shall have effect subject to the provisions of such legislation, which shall be deemed to be incorporated herein to the extent completely required; (c) Where the Carrier has possession and custody of the cargo during any time other than the Ocean Carriage, Carrier's liability shall be governed by COGSA, as amended by this Bill of Lading except with respect to road and rail transit between countries in Europe, where the Carrier's liability will be determined according to the Convention for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transports (COTIF) dated February 20, 1901.

5. DESCRIPTION, NATURE AND OWNERSHIP OF SHIPMENT. (a) The description and particulars of the Shipment have been furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars, including but not limited to the weight, quantity, measurement, contents, marks, numbers, seal numbers and value, are correct and that the Shipment is fit for the transport in all respects and can be safely carried without injury to people, itself and/or other property. (b) If the Shipment is described as "dead to container" or "Shipper's load, stow and count", the Merchant acknowledges that the Carrier makes no representation as to the accuracy of the description, that the Carrier may not have scales or other means to verify the weight and/or contents of a Container supplied by the Merchant and that any otherwise be impractical for the Carrier to determine the accuracy of the Merchant's description; (c) The Merchant warrants that it is the owner and entitled to possession of the Shipment described herein, or that the Merchant has the authority of the owner and all who are entitled to possession of the Shipment to agree to the terms of this Bill of Lading; (d) The Merchant warrants that the Shipment can be safely transported in a non-refrigerated Container or in a cargo compartment without special protective or climate control services, unless the Merchant has given the Carrier prior notice of the Merchant's requirements and a label set forth on the other side of the Bill of Lading specifies instructions as to temperature, ventilation, stowage and use; (e) The Merchant hereby warrants that (i) the Shipment is not liable to become dangerous, flammable, corrosive, noxious, explosive, radioactive, damaging to property or persons, or otherwise hazardous or (ii) if the Shipment is of such a nature, the Merchant has fully disclosed the nature of the Shipment, has received the prior written consent of the Carrier to the Merchant's delivering the Shipment to the Carrier, and the Shipment, the Container and any other covering, and the markings thereon shall comply fully with applicable law; (f) If a Merchant breaches any of the warranties set forth in this clause, the Carrier shall, in addition to all other rights at law or by contract, be entitled to deny any act, including but not limited to rejecting, returning and/or destroying the Shipment and/or releasing it innocently and/or delivering it to the Merchant at a place other than stated on the other side of the Bill of Lading, without liability on the part of the Carrier or compensation to the Merchant, and the Merchant shall indemnify the Carrier for all attorneys' fees, costs, liabilities, losses and damages, including but not limited to indirect and/or consequential damages, and/or any overhead costs incurred by the Carrier, in connection with such Shipment.

6. STOWAGE IN CONTAINERS BY CARRIER. If the Merchant delivers a Shipment to the Carrier not enclosed or stored in a Container, the Carrier may stow the Shipment into a container, but if so stowed by the Carrier, the Carrier may deliver the Shipment unstowed from the Container unless otherwise agreed and noted on the other side of this Bill of Lading.

7. STOWAGE IN CONTAINERS BY MERCHANT. If the Merchant delivers the Shipment to the Carrier in a Container, the Carrier has no duty to inspect or secure the Shipment within the Container, and the Carrier shall not be liable for loss of or damage to the Shipment because of shifting, moving or failure to properly package, stow or secure the Shipment in the Container. The Merchant or Merchant's agent shall properly seal containers loaded by them. The Merchant, or its agents, shall carefully inspect and clean containers before packing them to insure their suitability for its goods. Acceptance and packing of the containers shall be prima facie evidence that the containers were sound, clean and suitable for use and shall relieve the Carrier of responsibility for any damage to goods carried resulting from the condition of the container used. By delivering the Container to the Carrier, the Merchant warrants that the Shipment is in good order and condition, fit for transport, of even weight distribution, and otherwise properly packaged, stowed and secured in the Container, and that the Container is sound and seaworthy. Notwithstanding the foregoing, the Carrier at any time may, but is under no obligation to, inspect the Shipment and, if in the Carrier's sole opinion, the Shipment is improperly packaged, stowed or secured in any respect, the Carrier may reject or discharge the Shipment or any part thereof at the point of inspection and carry the remainder to destination, require the Merchant to repackage and/or restow the Shipment, and/or undertake to correct any obvious deficiency in the securing or stowage. In undertaking and/or supporting any of the foregoing acts, the Carrier shall be acting as agent for the Merchant, at risk, loss, cost, expense and/or liability in connection therewith shall be solely the Merchant's, and the Carrier shall not be responsible for the rejection and/or discharge in the court of the Shipment.

8. PERISHABLE SHIPMENT DELIVERED TO CARRIER WITHOUT CONTAINER; REFRIGERATION. If a perishable Shipment requiring special temperature or climatic conditions is delivered to the Carrier not enclosed or stored in a refrigerated Container, the sole responsibility of the Carrier shall be to stow the Shipment in a refrigerated compartment or into a refrigerated Container and to set and monitor the thermocyclic controls in accordance with the Merchant's instructions set forth on the other side of the Bill of Lading, and the Carrier shall have no liability for spoilage and/or damage to the Shipment if, within a reasonable time after completion of stowage, and

incurred by and/or for the Carrier and/or its agent and/or omission, and/or as the result of the spoilage constitute additional freight subject to all freight and/or any other and payable in full without Shipment lost or not lost, damaged or delayed, on the Shipment and all sub-freights for all freight, and the Carrier may enforce this lien by public or private delivery of the Shipment and payment to the Merchant and their principals and agents as a Merchant shall be deemed an agent of the Merchant's obligation until the funds are actually to Carrier for the payment of all freight, demurrage, court costs, expenses and reasonable attorney's fees by any route, whether or not it is the most direct Carrier's advertised route, whether or not in use of destination for bunkering, loading and/or discharge and/or for any other purpose of the Carrier may undertake the transport by any vessel, lighter, discharge, and/or store the Shipment or without pilots, tow and/or towed, liable to or any of the foregoing shall not constitute an act of transport performed by vessels under the Carrier's through the freight for the whole transport has been discharge or place of delivery at any particular or indirect and/or consequential damages and/or actual physical custody of the cargo. In sum (Inland Carriers to safeguard the Carrier's costs Carrier's container or agreeing to use the Inland Carrier arranged by the Carrier or its agents, the the Shipment during the period of transport.

13. SCOPE OF TRANSPORT; ROUTES; C ing by any route, whether or not it is the most direct Carrier's advertised route, whether or not in use of destination for bunkering, loading and/or discharge and/or for any other purpose of the Carrier may undertake the transport by any vessel, lighter, discharge, and/or store the Shipment or without pilots, tow and/or towed, liable to or any of the foregoing shall not constitute an act of transport performed by vessels under the Carrier's through the freight for the whole transport has been discharge or place of delivery at any particular or indirect and/or consequential damages and/or actual physical custody of the cargo. In sum (Inland Carriers to safeguard the Carrier's costs Carrier's container or agreeing to use the Inland Carrier arranged by the Carrier or its agents, the the Shipment during the period of transport.

14. MATTERS AFFECTING PERFORMANCE of this Bill of Lading is or is likely to be affected by, insofar as it is possible, imprudent, unlawful and/or restricted by the exercise of reasonable diligence Merchant treat the performance of this Bill of Lading in part or place whatsoever whether enclosed in the circumstances, whereupon the responsibility is limited to full freight and charges on any Shipment and delivery and storage of the Shipment at such or approximation of value declared or undervalued, banded or damaged or destroyed by any person, including, but not limited to, place or place of receipt or regulations or restrictions, strikes, lockouts or of Carrier and/or its sub-contractors; congestion or facilities for discharge, delivery or other handling, on, landside or other obstacles in navigation or 16. SUBCONTRACTING; EXEMPTIONS; and their respective servants and agents (including warehousing, handling and any and all of the C contractors, including but not limited to stevedores, limitations, conditions, defenses, limitations of liability Under no circumstances shall the Merchant have employees, and independent contractors, and contracts with others. Further, Merchant agrees to any of the Carrier's agents and/or independent 16. TRANSHIPMENT; INTERMODAL T Point, the Carrier may choose any means of in terms of the Bill of Lading of the Inland Carrier (b) If this Bill of Lading requires the Carrier to pick transport, if the Carrier shall have the benefit of a be deposited or have liability greater than, if a set during any portion of the transport other than the damage, loss place during the Ocean Carriage, Carrier, but in no event shall the Carrier be depl Merchant pays the Inland Carrier directly for trans Carrier, even where such inland transport is bill.

17. BOTH TO BLAME COLLISION CLAIM of loss or damage to the Shipment or to the Carrier or to the Carrier's agent and/or the other ship and/or its owners, master and crew, the Merchant, port and/or payable by the carrier the vessel and/or its owner and/or demurrage 18. GENERAL AVERAGE; NEW JASON with the York Antwerp Rules 1950 and the laws required from the Merchant prior to delivery of the Merchant's obligation to the payment shall be commitment of the transport under this Bill of Lading for the consequences of which the Carrier contribute with the Carrier in general average to made or incurred and shall pay all salvage and operated by the Carrier, salvage shall be paid as 19. VALUATION; LIMIT OF LIABILITY. 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ure of and the owners of the goods (herein bound by all stipulations, exceptions and on the face and back hereof, which shall arrier, its agents, contractors, employees, acting as such or bailee.

10. ON BOARD BILLS OF LADING, a Bill of Lading is to ship the goods.

11. The Vessel's owner, operator and master, (a) the owner of the Shipment, and anyone entitled to may give notice of the Shipment's arrival, but the use named on the other side of this Bill of Lading; (e) SHIPMENT means the entirety of the pack- (herein) and received by the Carrier for transport (herein) means a dry, refrigerated or tank container, barge, barge, drydock, railroad, trailer, and/or or Point; (f) INTERIOR POINT means any place of the Shipment begins or ends; (g) INTERMODAL, to pick up and/or deliver a Shipment at an interior Shipment commencing at the point at which the of loading and the delivery of the Shipment to the port order and condition when used in this Bill of when received by the Carrier, were free of visible on that the goods, when received by the Carrier, skip or splitting, with reference to vehicles which at the goods, when received by the Carrier, were in products does not mean that, when received as no damage resulting from the condition of the to above definition and setting forth any notations

at terms of the service contract and for the Carrier's its under and all limitations of and/or exemptions its contract or Carrier's bill are inconsistent with

Carrier's liability and obligations when acting in any Container, shall be governed by the United States tion similar to the International Business Convey- Ocean Carriage, this Bill of Lading shall have rated herein to the extent compulsorily required; from the Ocean Carriage, Carrier's liability shall be at least of between countries in Europe, where International Carriage of Goods by Road (CMR), the International Agreement on Heavy Transports

ation and particulars of the Shipment have been and particulars, including but not limited to, the contract and that the Shipment is for the transport party; (d) if the Shipment is described as "sent to arrive" no representation as to the accuracy of and/or contents of a Container supplied by the of the Merchant's description; (e) The Merchant, in, or that the Merchant has the authority of the of this Bill of Lading; (f) The Merchant warrants that shipment without special protective or climate requirements and has set forth on the other side of; (g) The Merchant hereby warrants that (i) the radioactive, damaging to property or persons; or, and the nature of the Shipment, has received the r, and the Shipment, the Container and any other vent breaches any of the warranties set forth in this any act, including but not limited to rejecting, ng it to the Merchant at a place other than stated reason to the Merchant, and the Merchant shall not be limited to direct and/or consequential payment.

4 to the Carrier not enclosed or stored in a Con- r, the Carrier may deliver the Shipment unenclosed and

Shipment to the Carrier in a Container, the Car- r shall not be liable for loss of or damage to the Shipment in the Container. The Merchant or, ports, shall carefully inspect and clear containers; the containers shall be prima facie evidence that sibility for any damage to goods carried resulting Merchant warrants that the Shipment is in good secured, stowed and secured in the Container; for at any time may, but is under no obligation to, accepted, stowed or secured in any respect, the in and carry the remainder to destination; require chowes deficiency in the securing or stowage. In part for the Merchant, at risk, loss, cost, expense it not be responsible for the condition and/or ac-

incurred by and/or losses on the Carrier and/or the Vessel in connection with the Shipment caused by the Shipment and/or the Merchant's act and/or omission, and/or as the result of a riot or of any government and/or persons acting under color of authority, and such charges shall constitute additional freight subject to all the terms and conditions of this Bill of Lading. All freight, additional freight and charges due hereunder are earned and payable in full without discount, offset or deduction upon delivery of the Shipment to the Carrier, Vessel and/or Shipment lost or not lost, damaged or delayed, and whether or not the transport is taken up or abandoned. The Carrier shall have a lien on the Shipment and all such freights for all freight, dues, freight, demurrage, additional freight, charges and all other amounts due hereunder and the Carrier may enforce this lien by public or private sale upon reasonable notice to any party identified in the Bill of Lading. This lien shall survive delivery of the Shipment and payment for the sums constituting the lien may be enforced jointly and severally against the Shipment, the Merchant and their principals and against any other property of the Merchant or their principals. A freight forwarder employed by the Merchant shall be deemed an agent of the Merchant and not the Carrier and any payment to a freight forwarder shall not constitute the Merchant's obligation until the funds are actually received by the Carrier. The Merchant and their principals, shall jointly and severally liable to Carrier for the payment of all freight, demurrage, general average and other charges due hereunder, without discount, offset or with any cost, costs, expenses and reasonable attorney fees incurred in collecting any sums due Carrier.

13. SCOPE OF TRANSPORT; ROUTES; DELAY. The Carrier shall have the liberty to undertake the transport under the Bill of Lading by any route, whether or not it is the most direct route, may proceed, return to, stay at and/or visit any ports whether included in the Carrier's advertised route, whether or not in use or customary geographical rotation and/or in a direction contrary to and beyond the port of destination for bunkering, loading and/or discharging of goods and/or passengers; maintenance of vessel and/or crew, repairs, any docked and/or for any other purpose of the Carrier, and may retain the Shipment on board for an additional round trip voyage. The Carrier may undertake the transport by any vessel and/or other means of transport; employ tender vessels; consolidate, reconvert, transship, lighten, discharge, and/or store the Shipment and/or forward the Shipment by any alternate conveyance. The Vessel may sail with or without pilots, tow and/or be towed, deviate to save life, vessels and/or other property in distress, and the Merchant agrees that exercise of any of the foregoing shall not constitute an unreasonable deviation. The responsibility of the Carrier shall be limited to that part of the transport performed by vessels under the Carrier's management and the Carrier shall not be liable for any other part of the transport even though the freight for the whole transport has been collected. The Carrier does not undertake that the Shipment shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Carrier shall not be liable for any direct, indirect and/or consequential damages and/or charges caused by delay. The Carrier can only be liable for the Shipment when it has actual physical custody of the cargo. In some Central American ports, the Carrier or its agents may require the Merchant to use certain inland Carriers to safeguard the Carrier's cargoes. In these instances, the Merchant has the option of unloading their cargo from the Carrier's container or agreeing to use the inland Carrier arranged by the Carrier or its agents. Should the Merchant agree to use the inland Carrier arranged by the Carrier or its agents, the Carrier is under no obligation or liability under this bill of lading for any damage or loss to the Shipment during the inland transportation.

14. MATTERS AFFECTING PERFORMANCE. If at any time the vessel, the Carrier, the Carrier's equipment and/or the performance of this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty and/or disadvantage of whatsoever nature which would make it impossible, imprudent, unlawful and/or commercially impractical to continue the voyage and/or transport and which cannot be avoided by the exercise of reasonable diligence, the Carrier (whether or not the transport has commenced) may without notice to the Merchant treat the performance of this Bill of Lading as terminated and place the Shipment of any part of it in the Merchant's disposal at any port or place whatsoever (whether enclosed in or unenclosed from a Container) which the Carrier or Master may consider safe and advisable in the circumstances, whereupon the responsibility of the Carrier in respect of the Shipment shall cease. This Carrier shall nevertheless be entitled to all freight and charges on any Shipment received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage of the Shipment at such port or place. Hindrances include, but are not limited to, those caused by the resistance or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts of individuals, riots, civil commotions, or other disturbances or demands or directions by any persons (including under color of authority, despotic or, obstacles in or danger to any waterway; hijacking; blockage of port or place or impediment or restriction on commerce of trading, quarantine, sanitary and/or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general, and whether or not involving employees of the Carrier and/or its sub-contractors, congestion of port, wharf, sea terminal or any other place, embargo, absence of wharves, lack of facilities for discharge, delivery or other handling of the Shipment; epidemics or diseases; act of God; fire; or bad weather, shallow water, ice, wrecks or other obstacles in navigation or loading.

15. SUBCONTRACTING; EXEMPTIONS AND IMMUNITIES. The Carrier may engage agents and/or independent contractors, and their respective servants and agents (including any of its affiliates, on any terms, to perform the carriage, loading, unloading, stowage, warehousing, handling and any and all of the Carrier's duties. The Merchant agrees that any of the Carrier's agents and/or independent contractors, including but not limited to stevedores, longshoremen, terminal operators and inland Carriers, shall be deemed to be extensions, limitations, conditions, defenses, immunities of liability and/or liberties to which the Carrier is entitled under this Bill of Lading and/or under law. Under no circumstances shall the Merchant have the benefit of the rights and obligations arising under the Carrier's contract with its agents, employees, and independent contractors, and neither the Carrier nor its agents shall be liable to the Merchant for any breach of the Carrier's contracts with others. Further, Merchant agrees that the aggregate of all claims made pursuant to this Bill of Lading against the Carrier and/or any of the Carrier's agents and/or independent Contractors shall in no case exceed the limits provided in this Bill of Lading.

16. TRANSHIPMENT; INTERMODAL TRANSPORT. (a) In the event of transshipment and/or delivery from and/or to an interior Point, the Carrier may choose any means of transportation, and forward the Shipment, pursuant to any contract of carriage, even if the terms of the Bill of Lading of the inland Carrier and/or of the Carrier contain limitations, defenses and/or exemptions not contained herein; (b) if the Bill of Lading requires the Carrier to pick up and/or deliver at an interior Point, and the Carrier's subcontract the inland portion of the transport; (c) the Carrier shall have the benefit of all limitations, defenses and exemptions of the inland Carrier, but in no event shall the Carrier be deprived or have liability greater than the terms and conditions of this Bill of Lading; (d) if the Shipment is damaged and/or sustains loss during any portion of the transport other than the Ocean Carriage, or when the Merchant is unable to determine whether the loss and/or damage took place during the Ocean Carriage, the Carrier shall have the benefit of all limitations, defenses and exemptions of the inland Carrier, but in no event shall the Carrier be deprived of, or have liability greater than, the terms and conditions of this Bill of Lading; (e) if the Merchant pays the inland Carrier directly for transport to and/or from an interior Point the Merchant's sole remedy shall be against the inland Carrier, even where such inland transport is arranged by the Carrier or its agents.

17. BOTH TO BLAME COLLISION CLAUSE. If the Vessel comes into collision, stranding or other accident with another ship and/or object as a result of negligence of another ship and/or object and if any act, neglect or default of the Vessel, master, pilot, agent or employees of the Carrier for which the Carrier is not liable by statute, contract or otherwise, the Merchant undertakes to indemnify the Carrier, its agent and/or its insured for the owner and/or demise charterer of the Vessel, against all loss, damages and expense and/or against all liability to the other ship and/or her owners insofar as such loss and/or liability represents loss of and/or damage to, and/or any claim whatsoever of the Merchant, paid and/or payable by the other ship and/or her owners to the Merchant and set off, recouped and/or recovered against the Vessel and/or her owner and/or demise charterer and/or the Carrier.

18. GENERAL AVERAGE; NEW JASON CLAUSE; SALVAGE. (a) General average shall be adjusted in New York in accordance with the York Antwerp Rules 1994 and the law, customs and practices in force in New York. An average agreement and a bond shall be required from the Merchant prior to delivery of the Shipment but, notwithstanding the foregoing, the Carrier's right to contribution and the Merchant's obligation to make payment shall survive delivery. (b) In the event of accident, danger, damage and/or distress to the Shipment or other consequences of the transport under this Bill of Lading, resulting from any cause whatsoever, whether due to negligence or not, for which and/or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Shipment and Merchant shall contribute with the Carrier in general average to the payment of any sacrifice, loss and/or expense of a general average nature that may be made or incurred and shall pay all salvage and special charges incurred in respect of the Shipment; (c) if a saving ship is owned and/or

vision and participation of the Shipments have taken in and particulars, including but not limited to the correct and that the Shipments are for the transport only; (b) if the Shipments are described as "sea" to a makes no representation as to the accuracy of it and/or contents of a Container supplied by the Merchant's description; (c) the Merchant is, or that the Merchant has the authority of the Ship of Lading; (d) The Merchant warrants that the Merchant without special protective or critical requirement(s) and has set forth on the other side; (e) the Merchant hereby warrants that (i) the Merchant, denying to property or persons, or to the nature of the Shipments, has received the r, and the Shipments, the Container and any other breaches any of the warranties set forth in this way any act, including but not limited to rejecting, ng it to the Merchant at a place other than stated reason to the Merchant, and the Merchant shall (g) but not limited to indirect and/or consequential

ment
it to the Carrier not enclosed or stowed in a Con-
r, the Carrier may deliver the Shipments unstowed
ing.
Shipments to the Carrier in a Container, the Car-
r shall not be liable for loss of or damage to the
the Shipments in the Container. The Merchant or
ports, shall carefully inspect and clean containers
the containers shall be prime face evidence that
liability for any damage to goods carried resulting
Merchant warrants that the Shipments are in good
and/or, stowed and secured in the Container,
for at any time may, but under no obligation to,
acked, stowed or secured in any respect, the
in and carry the remainder to destination; require
obvious deficiency in the securing or stowage, in
joint for the Merchant, all risk, loss, cost, expense
if not be responsible for the condition and/or ac-

REFRIGERATION If a perishable Ship-
ment is stowed in a refrigerated Container, the
ent or into a refrigerated Container and to set and
in on the other side of this Bill of Lading, and the
reasonable time after completion of stowage, and
minus 5 degrees Fahrenheit of the Merchant's
a required to maintain a temperature of less than
at treatment.

REFRIGERATION (a) If a perishable Shipment is
at the commencement of transport hereunder,
ent has the temperature listed on the other side
at controls properly set. The Merchant has sole
stores the Container is delivered to the Carrier and
sity for spoilage or other damage to the Shipments
nent's instructions stated on the other side of this
ss than minus 20 degrees Fahrenheit. (b) When
warrants that the Container is in good working order;
monitor the Container's thermostatic controls in
g and to advise the Merchant of any malfunction,
but shall have the liability to undertake repairs, all
be responsible for the loss of or damage to the
to ensos out of causes for which the Carrier would
for USDA cold treatment.

is that it shall take delivery and custody of and
all or, if no period is specified or applicable, within
at of the Carrier's duties and/or liabilities for or
and liability in connection with the Shipment shall
ordinarily of the Carrier's rights stated in clause

or the Carrier may be carried on deck, but shall be
ent stowed in a Container is carried on deck, the
rp a statement of on deck stowage on the other
led to the benefit of COGSA, the Hague Rules,
ent stowed in a Container on deck. A Shipment
a carried at the sole risk of the Merchant will not
Shipment.

on which to calculate the freight and/or
weight, measure and/or value all or any
ent is erroneous in any respect, the Carrier may,
Merchant and their principals shall be joint and
ent, loss and expenses incurred in securing,
ys and expenses. The Shipment, Merchant and
loss, damage and/or detention sustained and/or

of approximation of measurement of unloading, loading, unloading and/or other acts of operations, loss, cost, expenses, or other dis-
bursement or payment or direct or indirect charges, including but not limited to (a) unloading, loading, unloading and/or other acts of operations,
regarding, discharge of port or place of interest or prohibition of restriction on commerce or trading, quarantine, sanitary and other similar
regulations or restrictions; strikes, lockouts or other labor troubles whether partial or general, and whether or not involving employees of the
Carrier and/or its sub-contractors; occupation of port, wharf, sea terminal or any other place, anchorage, moorage or obstacles of labor or
ion, landside or other obstacle in navigation or voyage.

15. SUBCONTRACTING; EXEMPTIONS AND IMMUNITIES The Carrier may engage agents and/or independent contractors
and their respective servants and agents (including any of its affiliates), on any terms, to perform the carriage, loading, unloading, stowage,
warehousing, handling and any and all of the Carrier's duties. The Merchant agrees that any of the Carrier's agents and/or independent
contractors, including but not limited to stevedores, longshoremen, terminal operators and inland Carriers, shall be entitled to all exemptions,
limitations, defenses, reductions of liability and benefits to which the Carrier is entitled under this Bill of Lading and/or under law.
Under no circumstances shall the Merchant have the benefit of the rights and obligations arising under the Carrier's contracts with its agents,
employees, and independent contractors, and neither the Carrier nor its agents shall be liable to the Merchant for any breach of the Carrier's
contracts with others. Further, Merchant agrees that the aggregate of all claims made pursuant to this Bill of Lading against the Carrier and/or
any of the Carrier's agents and/or independent contractors shall in no case exceed the limits provided in this Bill of Lading.

16. TRANSHIPMENT; INTERMODAL TRANSPORT (a) In the event of transshipment and/or delivery from and/or to an interior
Point, the Carrier may choose any means of transshipment, and forward the Shipment pursuant to any contract of carriage, even if the
terms of the Bill of Lading of the inland Carrier and/or other Carrier contains limitations, defenses and/or exemptions not contained herein;
(b) if the Bill of Lading requires the Carrier to pick up and/or deliver at an Interior Point, and the Carrier subcontracts the inland portion of the
transport; (c) the Carrier shall have the benefit of all limitations, defenses and exemptions of the inland Carrier, but in no event shall the Carrier
be deprived or have liability greater than, the terms and conditions of this Bill of Lading; (d) if the Shipment is damaged and/or sustains loss
during any portion of the transport other than the Ocean Carriage, or where the Merchant is unable to determine whether the loss and/or
damage took place during the Ocean Carriage, the Carrier shall have the benefit of all limitations, defenses and exemptions of the inland
Carrier, but in no event shall the Carrier be deprived of, or have liability greater than, the terms and conditions of this Bill of Lading; (e) if the
Merchant pays the inland Carrier directly for transport to and/or from an Interior Point the Merchant's sole remedy shall be against the inland
Carrier, even where such inland transport is arranged by the Carrier or its agents.

17. BOTH TO BLAME COLLISION CLAUSE If the Vessel comes into collision, stranding or other accident with another ship and/or
object as a result of negligence of another ship and/or object and any act, neglect or default of the Vessel, master, pilot, agent or employees
of the Carrier for which the Carrier is not liable by statute, contract or otherwise, the Merchant undertakes to indemnify the Carrier, for itself
and/or as trustee for the owner and/or demise charterer of the Vessel, against all loss, damages and expenses and/or against all liability to
the other ship and/or her owners insofar as such loss and/or liability represents loss of and/or damage to, and/or any claim whatsoever of
the Merchant, paid and/or payable by the other ship and/or her owners to the Merchant and set off, recouped and/or recovered against
the Vessel and/or her owner and/or demise charterer and/or the Carrier.

18. GENERAL AVERAGE; NEW JASON CLAUSE; SALVAGE (a) General average shall be adjusted in New York in accordance
with the York Antwerp Rules 1994 and the laws, customs and practices in New York. An average agreement and a bond shall be
required from the Merchant prior to delivery of the Shipment but, notwithstanding the foregoing, the Carrier's right to contribution and the
Merchant's obligation to make payment shall survive delivery. (b) In the event of accident, danger, damage and/or disaster before or after
commencement of the transport under this Bill of Lading, resulting from any cause whatsoever, whether due to negligence or not, for which
and/or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Shipment and Merchant shall
contribute with the Carrier in general average to the payment of any sacrifice, loss and/or expense of a general average nature that may be
made or incurred and shall pay all salvage and special charges incurred in respect of the Shipment; (c) if a saving ship is owned and/or
operated by the Carrier, salvage shall be paid as fully as if the said saving ship or ships belonged to shippers.

19. VALUATION; LIMIT OF LIABILITY (a) Neither the Carrier, nor their agents and/or independent contractors (including any of its
affiliates) shall in any event become liable for loss of or damage to or in connection with the shipment from an amount exceeding U.S. \$500
per package, or in the case of goods not shipped in packages, per freight unit, unless the value of such goods has been declared and
inserted in the appropriate space on the other side of this Bill of Lading and any required extra freight charge has been paid therefor. In no
event shall the Carrier's liability exceed the invoice value including the cost of freight and insurance of the portion of the Shipment actually
damaged. (b) For the purpose of this clause, the term "package", in addition to including cargo shipped on a pallet, shift, crate, unladen
load, grouping and/or resemblance, shall also include each container, where it contains household goods and/or a Shipment and for
goods not packaged to withstand break bulk handling, whether or not the container is supplied by the Carrier, where it is shipped freight
at kind or shipped under lump sum freight rate or is stuffed and sealed by the Merchant, or on their behalf, although the Merchant may
have enumerated on the reverse side of this Bill of Lading the contents of such sealed container, where it contains a liquid or dry bulk cargo
carried in a Container, whether or not the Container is supplied by the Carrier. This word "freight unit" includes any physical unit or piece of
cargo shipped unpacked, including leaders, trucks, barge and boats irrespective of the weight or measurement unit employed in calculating
freight charges; (c) For intermodal transport, if the Shipment is damaged and/or sustains loss during any portion of the transport other than
the Ocean Carriage, or where the Merchant is unable to determine whether the loss and/or damage took place during the Ocean Carriage,
the container shall be deemed the package for the purposes of the \$500 per package limitation.

20. NOTICE OF LOSS OR DAMAGE; TIME FOR SUIT (a) Notice of loss or damage and the general nature of such loss and/or
damage shall be given to the Carrier prior to removal or upon delivery of the Shipment, and the failure to give any damage notice prior
to delivery shall be prima facie evidence that the Shipment was delivered in the same condition as noted in this Bill of Lading. In any event,
notice of loss or concealed damage must be given no later than three business days after delivery by the Carrier, and given of such notice
is a condition precedent to maintaining any damage or cause of action against the Carrier. (b) The Carrier shall be discharged from all
liability in any capacity under this Bill of Lading and/or otherwise, whether in contract or in tort, for loss of and/or damage to the Shipment
and/or any other property of the Merchant, unless suit is brought within the shorter of one year of the date on which the Shipment was
delivered or should have been delivered, or such time as may apply by reason of other contracts, rules, tariffs and/or laws in the case of
an intermodal transport. Suit shall not have been deemed brought unless jurisdiction has been obtained over the Carrier and valid service
of process has been effected.

21. MERCHANT'S LIABILITY AND INDEMNITY If the Merchant fails, omits or neglects to fulfill or perform any of its obligations,
responsibilities, warranties, duties and/or functions of whatever nature under this Bill of Lading, including but not limited to the payment
of freight, the Merchant and their principals shall be joint and severally liable to the Carrier, for and shall defend and indemnify the Carrier
against and hold the Carrier harmless from all losses, damages, expenses, claims, fines, penalties, and/or assessments of whatever nature,
including but not limited to reasonable attorneys' fees and disbursements incurred in connection therewith.

22. JURISDICTION All claims by the Carrier or causes of action against or disputes with Carrier arising out of and in any way of this Bill
of Lading and/or the relationship created thereby or in connection with the Shipment shall be brought by or against the Carrier exclusively
in the United States District Court, Southern District of New York in accordance with the laws of the United States.

23. APPLICABLE LAW All rights, duties and/or obligations not specifically otherwise described or incorporated herein shall be determined
according to the laws of the United States, or, where there is no governing federal law, according to the laws of the State of New York.

24. ENTIRE AGREEMENT; VARIATION OF CONTRACT (a) This Bill of Lading and, if applicable, the terms of any previous contract
and/or Carrier's tariff, including the provisions specifically incorporated therein, constitute the contract and the entire agreement between
the parties; and any prior agreement, booking note, contract and/or memorandum is superseded hereby except to the extent expressly
stated herein; (b) No servant or agent of the Carrier shall have the authority to waive or vary the terms of this Bill of Lading, including
specifically the time for suit, unless in writing and approved by an authorized representative of the Carrier; (c) If any provision or interpretation
of this Bill of Lading is held to be invalid under any law or public policy applicable to this Bill of Lading, then such provision or interpretation
shall be void to that extent but no further.